

Amendment to Interim Concession Contract 13-LC-20-0336

The Parties Agree to the following Terms and Conditions:

1. Pleasure Cove, LLC shall exercise the second option year of the Interim Concession Contract, from January 1, 2015, through December 31, 2015.
2. EFFECTIVE DATE OF AMENDMENT - The Effective Date of Amendment shall be January 1, 2015.
3. CHANGE TO OPERATING SEASON FOR SPANISH FLAT RECREATION AREA - The Peak Season for Spanish Flat Recreation Area shall be the weekend prior to the Memorial Day Holiday weekend through the weekend after the Labor Day Weekend. In 2015, the Peak Season shall be from May 15, 2015, through September 13, 2015. The Off Peak Seasons for Spanish Flat Recreation Area shall be January 1, 2015, through May 14, 2015 and September 14, 2015, through December 31, 2015. With this change to operating seasons, Spanish Flat Recreation Area shall be closed on January 1, 2015, for the remainder of the Off Peak Season.
4. Exhibit B, Section A, Spanish Flat Recreation Area table is changed to show the amended Peak and Off Peak Season dates. This table shall henceforth be revised as shown below in paragraph 12 [italics added]:
5. PEAK SEASON OPERATION OF SPANISH FLAT RECREATION AREA – If the lake level is at or above 425’ mean sea level (msl), as of March 1 each year, the Contractor shall operate Spanish Flat Recreation Area for the upcoming Peak Season. If the lake level is below 425’ msl, as of March 1 each year, the Contractor shall determine whether or not they will operate Spanish Flat Recreation Area for the upcoming Peak Season. Regardless of the lake level, the Contractor shall notify Reclamation, in writing, no later than March 8 of each year, of their intent to operate or not operate Spanish Flat Recreation Area during the upcoming Peak Season. If the Contractor will not be operating Spanish Flat Recreation Area for the Peak Season, Reclamation will have three options: rescind Spanish Flat Recreation Area from the Interim Concession Contract and have another entity operate the area, rescind Spanish Flat Recreation Area from the Interim Concession Contract and operate it with Reclamation staff, or the area will remain closed.
6. REDUCTION OF QUANTITIES OF SERVICES AT SPANISH FLAT RECREATION AREA – The Contractor shall be allowed to reduce the quantities of services shown in Exhibit B, Section A. at Spanish Flat Recreation Area:
 - a. The Contractor shall not be required to provide public services during the off peak season. The Contractor shall remain responsible for the safety, security, maintenance, and upkeep of the concession areas as required under the Interim Concession Contract.
 - b. The Contractor shall be allowed to reduce the number of portable toilets by four during the peak season in lieu of the two double vault concrete toilets that were installed in 2014.

Reclamation will pay for the pumping out of the vault toilet holding tanks as needed during the term of this Interim Concession Contract.

- c. Exhibit B, Section A, Spanish Flat Recreation Area table is changed to show that the Contractor shall provide no Required or Authorized Services during the Off Peak Season and that there shall be a reduction of 4 portable toilets during the peak season. This table shall henceforth be revised as shown below in paragraph 12 [italics added]:

7. REDUCTION OF QUANTITIES OF SERVICES AT STEELE CANYON RECREATION AREA – The Contractor shall be allowed to reduce the following quantities of services at Steele Canyon Recreation Area:

- a. The Contractor shall be allowed to reduce the number of required portable toilets by 4 year-round in lieu of the 2 double vault concrete toilets that were installed in 2014. Reclamation will pay for the pumping out of the vault toilet holding tanks as needed during the term of this Interim Concession Contract.
- b. Exhibit B, Section A, Steele Canyon Recreation Area table is altered to reflect the changes in paragraph 7.a. This table shall henceforth be revised as shown below in paragraph 11 [italics added]:

8. EXPANSION OF SERVICES – The following services shall be provided in addition to those specified in the Interim Concession Contract, Section 2.

- a. Recreational Vehicle (RV) Dump Station – The Contractor shall have the ability to provide RV Dump Station Services. Fees for the use of the RV Dump Station shall be determined in accordance with Section 2.E., *Rates for Goods and Services*, of the Interim Concession Contract. Reclamation will pay for the pumping out of the RV Dump Station holding tanks as needed during the term of this Interim Concession Contract.
- b. Exhibit B, Section A, Steele Canyon Recreation Area and Spanish Flat Recreation Area tables are changed to show that the Contractor shall have the ability to provide RV Dump Station services. These tables shall henceforth be revised as shown below in paragraphs 11 and 12 [italics added]:

9. CHANGE TO STEELE CANYON BOAT LAUNCH RATE – Effective January 1, 2015, a boat launch rate of \$23 is approved for Steele Canyon Recreation Area. If the Contractor needs to make capital improvements or modifications at Steele Canyon to continue to be able to provide boat launch services in the case of the existing boat launch ramp becoming unusable due to drought, and if Reclamation approves these improvements or modifications, Reclamation will consider approving an increase of the boat launch rate up to a maximum of \$25 to cover documented costs of providing improvements needed to continue to launch boats at Steele Canyon. Fee changes approved as part of this contract amendment are only for this interim contract. Fees for any long-term contract or future interim contract will be set using a rate comparability study.

10. FRANCHISE FEES – Effective January 1, 2015, the Franchise Fee will be reduced to 1 percent (1%) for the remainder of the term of this Interim Concession Contract.

Section 5, Subsection A. is changed to reduce the Franchise Fee to 1 percent (1%) effective January 1, 2015. This subsection shall henceforth state [italics added]:

A. Franchise Fees – Effective January 1, 2015, the Franchise Fees due will be 1 percent (1%) of Gross Revenues for the remainder of the term of this Interim Concession Contract. The Franchise Fee shall be remitted in a timely fashion as designated in Section B.1. below.

11. STEELE CANYON RECREATION AREA TABLE

<i>Steele Canyon Recreation Area</i>						
	Peak Season (May 1 – Oct 31)			Off Peak Season (November 1 – April 30)		
Service/ Facility	Required Services/ Facilities	Authorized Services/ Facilities	Total	Required Services/ Facilities	Authorized Services/ Facilities	Total
<i>Tent Only Campsites (1 vehicle, 4 people)</i>	<i>15 (2 will be accessible)</i>	<i>10</i>	<i>25</i>	<i>0</i>	<i>25</i>	<i>25</i>
<i>Standard Campsite (2 vehicles, 8 people)</i>	<i>59 (4 will be accessible)</i>	<i>16</i>	<i>75</i>	<i>0</i>	<i>55</i>	<i>55</i>
<i>Recreational Vehicles (RV) Only Campsites (2 vehicles, 8 people)</i>	<i>6 (1 will be accessible)</i>	<i>N/A</i>	<i>6</i>	<i>0</i>	<i>6</i>	<i>6</i>
<i>Group Camping (8 sites for 64 people, 16 vehicles)</i>	<i>0</i>	<i>1</i>	<i>1</i>	<i>0</i>	<i>1</i>	<i>1</i>
<i>Campground Chemical Toilets</i>	<i>14 (2 will be accessible)</i>	<i>5*</i>	<i>19</i>	<i>0</i>	<i>14*</i>	<i>14</i>
<i>Day Use Chemical Toilets</i>	<i>2</i>	<i>2 (1 will be accessible)</i>	<i>4</i>	<i>0</i>	<i>4 (1 will be accessible)</i>	<i>4</i>
<i>Day Use Picnic Sites</i>	<i>25 (5 will be accessible)</i>	<i>10</i>	<i>35</i>	<i>5 (2 will be accessible)</i>	<i>30</i>	<i>35</i>

<i>Day Use Single Vehicle Parking Spaces</i>	<i>25 (5 will be accessible)</i>	<i>10</i>	<i>35</i>	<i>5 (2 will be accessible)</i>	<i>30</i>	<i>35</i>
<i>Retail Sales of Bottled Water</i>	<i>Yes</i>	<i>N/A</i>		<i>No</i>	<i>Yes</i>	
<i>Retail Sales of Firewood</i>	<i>No</i>	<i>Yes</i>		<i>No</i>	<i>Yes</i>	
<i>Retail Sales of groceries, boating supplies, fishing supplies, camping supplies, sundries, souvenirs</i>	<i>No</i>	<i>Yes</i>		<i>No</i>	<i>Yes</i>	
<i>Boat Launch Ramp</i>	<i>4 Lanes</i>	<i>2 Lanes</i>	<i>6</i>	<i>4 Lanes</i>	<i>2 Lanes</i>	<i>6</i>
<i>Courtesy Dock</i>	<i>3</i>	<i>0</i>	<i>3</i>	<i>1</i>	<i>2</i>	<i>3</i>
<i>Truck and Trailer Parking Spaces</i>	<i>75</i>	<i>50</i>	<i>125</i>	<i>75</i>	<i>50</i>	<i>125</i>
<i>Entrance Station</i>	<i>1</i>		<i>1</i>	<i>1</i>		<i>1</i>
<i>Chemical toilets and Service</i>	<i>Yes</i>			<i>Yes</i>		
<i>Hand Wash Stations and Service</i>	<i>Yes</i>			<i>Yes</i>		
<i>Trash Cans</i>	<i>Yes</i>			<i>Yes</i>		
<i>Garbage Dumpsters and Service</i>	<i>Yes</i>			<i>Yes</i>		
<i>Recycle Containers</i>	<i>Yes</i>			<i>Yes</i>		
<i>Pumping of vault toilets</i>	<i>No**</i>			<i>No**</i>		
<i>Staffing</i>	<i>Yes</i>			<i>Yes</i>		
<i>Security</i>	<i>Yes</i>			<i>Yes</i>		

<i>Electric and Street Lights</i>	<i>Yes</i>			<i>Yes</i>		
<i>Fuel Sales</i>	<i>No</i>	<i>Yes</i>		<i>No</i>	<i>Yes</i>	
<i>Temporary Wet Slips</i>	<i>No</i>	<i>Yes</i>		<i>No</i>	<i>Yes</i>	
<i>Boat Rentals</i>	<i>No</i>	<i>Yes</i>		<i>No</i>	<i>Yes</i>	
<i>Reservation Service</i>	<i>Yes</i>	<i>N/A</i>		<i>Yes</i>	<i>N/A</i>	
<i>Shower Units</i>	<i>No</i>	<i>Yes</i>		<i>No</i>	<i>Yes</i>	
<i>Dry Storage Spaces</i>	<i>0</i>	<i>40</i>	<i>40</i>	<i>0</i>	<i>40</i>	<i>40</i>
<i>5 MPH Buoys</i>	<i>4 (2 at the launch ramp cove, 2 at the north cove)</i>		<i>4</i>	<i>4 (2 at the launch ramp cove, 2 at the north cove)</i>		<i>4</i>
<i>RV Dump Station</i>	<i>Yes**</i>	<i>N/A</i>		<i>Yes</i>	<i>N/A</i>	

**Chemical Toilets, Hand Wash Stations, and Trash Cans - Based on the International Plumbing Code which requires one toilet and one urinal for 40 men and two toilets for every 40 women, the Concession Contractor is required to disperse chemical toilets throughout the facility. Each cluster of chemical toilets is required to have an Americans with Disabilities Act (ADA) accessible chemical toilet, a hand wash station, and a trash can. For 80 sites, in addition to the ADA double-vault concrete toilet, 14 (2 ADA) chemical toilets are required depending on the final layout of the campgrounds. For 25 day-use sites, in addition to the ADA double-vault concrete toilet, 2 chemical toilets are required.*

*** Reclamation will pay for the pumping out of the Vault Toilets and RV Dump Station holding tanks during the term of this Interim Concession Contract.*

12. SPANISH FLAT RECREATION AREA TABLE

<i>Spanish Flat Recreation Area</i>						
	<i>Peak Season</i> <i>(May 15, 2015 – September 13, 2015)</i>			<i>Off Peak Season</i> <i>(January 1, 2015 – May 14, 2015)</i> <i>(September 14, 2015 – December 31, 2015)</i>		
<i>Service/ Facility</i>	<i>Required Services/ Facilities</i>	<i>Authorized Services/ Facilities</i>	<i>Total</i>	<i>Required Services/ Facilities</i>	<i>Authorized Services/ Facilities</i>	<i>Total</i>
<i>Tent Only Campsites (1 vehicle, 4 people)</i>	<i>10 (2 will be accessible)</i>	<i>10</i>	<i>20</i>	<i>0</i>	<i>0</i>	<i>0</i>

<i>Standard Campsite (2 vehicles, 8 people)</i>	<i>45 (3 will be accessible)</i>	<i>50</i>	<i>95</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Group Camping (8 sites for 64 people, 16 vehicles)</i>	<i>0</i>	<i>1</i>	<i>1</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Campground Chemical Toilets</i>	<i>9 (2 will be accessible)</i>	<i>12 *</i>	<i>21</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Day Use Chemical Toilets</i>	<i>1(1 will be accessible)</i>	<i>4 *</i>	<i>5</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Day Use Picnic Sites</i>	<i>10 (2 will be accessible)</i>	<i>20</i>	<i>30</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Day Use Single Vehicle Parking Spaces</i>	<i>10 (2 will be accessible)</i>	<i>20</i>	<i>30</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Retail Sales of Bottled Water</i>	<i>Yes</i>			<i>No</i>	<i>No</i>	
<i>Retail Sales of Firewood</i>	<i>No</i>	<i>Yes</i>		<i>No</i>	<i>No</i>	
<i>Retail Sales of groceries, boating supplies, fishing supplies, camping supplies, sundries, souvenirs</i>	<i>No</i>	<i>Yes</i>		<i>No</i>	<i>No</i>	
<i>Boat Launch Ramp</i>	<i>Yes, if Reclamation installs launch ramp</i>	<i>Yes, 2 Lanes</i>	<i>2</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Courtesy Dock</i>	<i>Yes, 1 dock, if Reclamation installs launch ramp</i>	<i>-</i>	<i>1</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Truck and Trailer Parking</i>	<i>40</i>	<i>20</i>	<i>60</i>	<i>0</i>	<i>0</i>	<i>0</i>

<i>Spaces if Reclamation installs launch ramp</i>						
<i>Entrance Station</i>	<i>1</i>	<i>0</i>	<i>1</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Chemical Toilets and Service</i>	<i>Yes</i>			<i>No</i>		
<i>Hand Wash Stations and Service</i>	<i>Yes</i>			<i>No</i>		
<i>Trash Cans</i>	<i>Yes</i>			<i>No</i>		
<i>Garbage Dumpsters and Service</i>	<i>Yes</i>			<i>No</i>		
<i>Recycle Containers</i>	<i>Yes</i>			<i>No</i>		
<i>Pumping of vault toilets</i>	<i>No**</i>			<i>No</i>		
<i>Staffing</i>	<i>Yes</i>			<i>No</i>		
<i>Security</i>	<i>Yes</i>			<i>No</i>		
<i>Electric and Street Lights</i>	<i>Yes</i>			<i>No</i>		
<i>Fuel Sales</i>	<i>No</i>	<i>Yes</i>		<i>No</i>	<i>No</i>	
<i>Temporary Wet Slips</i>	<i>No</i>	<i>Yes</i>		<i>No</i>	<i>No</i>	
<i>Boat Rentals</i>	<i>No</i>	<i>Yes</i>		<i>No</i>	<i>No</i>	
<i>Reservation Service</i>	<i>Yes</i>			<i>No</i>		
<i>Shower Units</i>	<i>No</i>	<i>Yes</i>		<i>No</i>	<i>No</i>	
<i>5 MPH Buoys</i>	<i>4 (2 at each cove)</i>		<i>4</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>RV Dump Station</i>	<i>Yes**</i>	<i>N/A</i>		<i>No</i>		

**Chemical toilets, Hand Wash Stations, and Trash Cans - Based on the International Plumbing Code which requires one toilet and one urinal for 40 men and two toilets for every 40 women, the Concession Contractor is required to disperse chemical toilets throughout the facility. Each cluster of chemical toilets is required to have an ADA accessible chemical toilet, a hand wash station, and a trash can. For 55 campsites, in addition to the ADA double-vault concrete toilet, 9 (2 ADA) chemical toilets are required depending on the final layout of the campgrounds. For 10 day-use sites, in addition to the ADA double-vault concrete toilet, 1 (1 ADA) chemical toilet is required.*

*** Reclamation will pay for the pumping out of the Vault Toilets and RV Dump Station holding tanks during the term of this Interim Concession Contract.*

IN WITNESS HEREOF, the duly authorized representatives of the parties have executed this Amendment to Interim Concession Contract 13-LC-20-0336.

Executed at Folsom, CA this 19th day
of December, 2014.

CONCESSION CONTRACTOR

(original signature of John Schoppman)

12/12/2014

Name: John Schoppman
Title: Executive Vice President

Date:

Bureau of Reclamation

(original signature of Drew Lessard)

Name: Drew F. Lessard
Title: Area Manager

Date: 12/19/2014